

***Take it Back Network***  
***PRODUCT STEWARDSHIP PROGRAM***  
***Member Agreement Form***

**Guidelines 2003/2004**

***DESCRIPTION OF PROGRAM***

The Take it Back Network promotes the concept of PRODUCT STEWARDSHIP to a broad audience. This audience includes manufacturers, retailers, their customers and other consumers, plus other businesses and service providers. PRODUCT STEWARDSHIP is an environmental management strategy described as follows: Whoever designs, produces, sells, or uses a product takes responsibility for minimizing the product's environmental impact throughout all stages of the product's life cycle.

For consumers, that means making environmentally sound purchase decisions and ensuring that the used product is returned to an appropriate location for reuse or recycling. For manufacturers, retailers, and other businesses, that means many things, including design for the environment and end of life management, as well as providing locations for their customers to return products for reuse and recycling.

The goal of the Take it Back Network is to establish a convenient and environmentally sound product return infrastructure and program whereby customers and other consumers can return specific products to participating network service providers. These service providers agree to receive, reuse, recycle or properly dispose of the products.

***KING COUNTY COMMITMENT***

King County is committed to the promotion of the Take it Back Network to raise community interest and participation. In order to establish a comprehensive Take it Back Network, the County will work with local businesses to find service providers that provide the environmentally sound management of electronic materials.

The County will work with all Take it Back Network members to expand take back opportunities and services, promote the program, and resolve issues. Advertising, promotion, and technical assistance are a significant part of King County's support for the partnership program. Information and updates on the campaign will be provided to participating members on a regular basis.

***TAKE IT BACK NETWORK MEMBER COMMITMENT***

Take it Back Network members are committed to offering a convenient quality service to their customers and other consumers. Take it Back Network members commit to accept the items

they have specified on the Commitment Form and to ensure that those products are reused or properly recycled. Network members are responsible for arranging proper recycling of materials generated by their participation in the program at their own cost. Network members offering collection and recycling services to the public can charge customers a fee for the service.

Network members will share information about customer response, the amount of materials recovered, downstream destinations for hazardous materials, and general improvement ideas with the County on a quarterly basis. Network member commitments will be renewed on an annual basis.

The network members shall notify Lisa Sepanski, Project Manager at King County via email or letter of any changes to the program services outlined on the attached Commitment Form. Email can be sent to [Lisa.Sepanski@metrokc.gov](mailto:Lisa.Sepanski@metrokc.gov) and written correspondence can be mailed to Lisa Sepanski, King County Solid Waste Division, 201 S. Jackson St., Seattle, WA 98104. Appropriate changes to Take It Back program materials and web site will be made upon receipt of the written notification. Items that are subject to change include the types of equipment accepted, acceptance policies, fees or recycling vendors.

### ***REUSE AND RECYCLING STANDARDS***

Recyclable commodities include plastics, metals and glass. All recyclable materials that are received as part of the Take it Back Network and are not sent into the reuse market must be recycled. Network members must ensure that reused and recycled materials are handled and processed in a manner that does not adversely impact the environment and are in compliance with all local, state and federal environmental regulations and standards.

### ***EXPORT OF MATERIALS***

Consistent with the decisions of the international Basel Convention on the Control of Transboundary Movements of Hazardous Wastes and their Disposal, Take It Back Network members will not export hazardous electronic waste for recycling, disposal, or repair from developed to developing countries either directly or indirectly through intermediaries.

The items covered under the term "electronic hazardous waste" are based upon the definitions of "hazardous waste" adopted by the [Basel Convention](#). For the purposes of this program, "hazardous electronic wastes" are any of the following: waste cathode ray tubes and circuit boards, whole or in part, or any devices containing them, as well as mercury-containing devices such as lamps. This would include whole computer monitors, TVs, central processing units, laptop computers, and certain peripherals.

All materials that can be repaired for reuse or recycled shall be handled domestically or in developed countries belonging to the [European Union \(EU\)](#) or the [Organization of Economic Cooperation and Development \(OECD\)](#). Entities that export electronic hazardous wastes to developing nations for repair, recycling or disposal are not eligible to participate in the Take it Back Network.

### ***DOCUMENTATION OF RECYCLING PROCESS***

All network members in the Take it Back Network shall provide quarterly documentation on the quantities of TVs, CPUs and monitors that are recycled or sent for repair. This quarterly tracking documentation does NOT include merchandise that is resold as a part of doing business as a retailer of used computers and/or electronic products.

The documentation will be due to the King County project manager, Lisa Sepanski, every 90 days, from the signing of this Agreement. A tracking form for this purpose is included in this Agreement packet.

All network members will also have available a "Certificate of Recycling" that can be provided upon request to all customers. The "Certificate" will include the type of product or material accepted, the name, location and phone number of the final processing facility that will recycle the material and the process used to recycle the materials. All Network members must submit a sample copy of the "Certificate" to King County as a requirement of participation in the Take it Back Network.

### ***LETTER TO THE WASHINGTON DEPARTMENT OF ECOLOGY***

All Take it Back Network members shall submit a copy of their notification letter to the Washington Department of Ecology. The letter is required by the Department of Ecology of all organizations that collect, store, dismantle or recycle electronics as per the Interim Enforcement Policy - Conditional Exclusion for Cathode Ray Tubes (CRT) and Related Electronic Wastes. The letter notifies the Department of the organizations' intent to handle used electronic equipment and the methods for processing the electronic materials. A PDF version of the Policy may be obtained at <http://www.ecy.wa.gov/pubs/0204017.pdf>.

### ***TERM OF THE AGREEMENT***

This Agreement will be valid for one year from the date of signing. All Agreements will be renewed on an annual basis.

### ***INSURANCE***

Attached to this Agreement, the Network Member shall provide evidence to the County, in the form of a Certificate of Insurance, of the following insurance coverages:

General Liability:	\$ 1,000,000 Per Occurrence/\$2,000,000 Aggregate
Workers Compensation:	Statutory
Employer's Liability/Stop Gap:	\$ 1,000,000.

The Certificate of Insurance shall list as the "Certificate Holder":  
King County Solid Waste Division  
201 S. Jackson St., Room 701  
Seattle, Wa 98104

***INDEMNIFICATION***

The Network Member shall protect, indemnify, and hold harmless the County, its officers, agents, and employees from and against any and all claims, costs, and/or issues of whatsoever nature occurring from actions by the Network Member and/or its subcontractors/vendors pursuant to this Commitment Form. The Network Member shall defend at its own expense any and all claims, demands, suits, penalties, losses, damages, or costs of any kind whatsoever (hereinafter "claims") brought against the County arising out of or incident to the Network Member's execution of, performance of or failure to perform this Agreement. Claims shall include but not be limited to negligence, failure to comply with applicable federal, state or local regulations, and improper disposal of computers (in whole or in part).

***TERMINATION***

Network membership may be terminated by either the Network Member or by King County, in whole or in part, upon thirty (30) days advance written notice. Termination shall not limit, waive, or extinguish any right or remedy provided by the above Indemnification.

## *Agreement Form*

We have read and agree to the **Take it Back Network** Guidelines for 2003/2004 and agree to receive the products indicated on this Form and ensure that they are reused, recycled or disposed of responsibly. In return it is understood that King County will provide us technical assistance as needed and promote us as a **Take it Back Network** member.

<b>Name of Organization:</b>		
<b>Contact Person:</b>		
<b>Contact Person to be listed on the Brochure (optional):</b>		
<b>Company Description:</b>		
<b>Mailing Address:</b>		
<b>Address to be listed on the Brochure (optional if organization only provides picks up service):</b>		
<b>Email Address:</b>		
<b>Phone(s):</b>		
<b>Fax:</b>		
<b>Web site Address:</b>		
<b>Days and Hours:</b>		
<b>Description of Electronics Recycling Services (include pick-up, drop-off information, minimum quantities accepted, or other specific requirements):</b>		
<b>Type of Equipment Accepted:</b>	<b>Type and Description</b>	<b>Recycling Fees</b>
Monitors		
PCs		

Laptops		
Printers		
Keyboards, mice		

Scanners		
Fax Machines		
Copiers		
TVs		
Batteries (specify which type)		
Cell phones		
PDA's		
Other Electronics (please list)		

### ***SIGNATURES***

Approved for:

\_\_\_\_\_  
Company/Organization Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

Approved for King County:

\_\_\_\_\_  
Theresa Jennings, Division Director  
King County Solid Waste Division

\_\_\_\_\_  
Date

**Complete the form, sign and return to:**

**Lisa Sepanski , King County Solid Waste Division,  
201 S. Jackson Street, Room 701  
Seattle, Wa 98104  
Phone: 206 296-4489  
Fax: 206 296-4475  
Email: [lisa.sepanski@metrokc.gov](mailto:lisa.sepanski@metrokc.gov)**

## APPENDICES

### **DEFINITIONS**

**"Certificate of Recycling"** is defined as a letter or other documentation that states where and how the recyclable equipment will be properly recycled in accordance with all Federal, State and local requirements. The Certificate will include the type of product or material(s) accepted, the name, location and phone number of the final processing facility that will recycle the material(s) and a description of the process used to recycle the material(s).

**"Electronic Hazardous Waste"** is defined using the Basel Convention on the Control of Transboundary Movements of Hazardous Wastes and their Disposal (<http://www.basel.int/about.html>) definitions of hazardous wastes as interpreted in Annex I, III and VIII. Based upon these listings of internationally agreed hazardous wastes, "electronic hazardous waste" is defined as devices containing circuit boards, cathode ray tubes, devices, such as lamps, that contain mercury and devices that contain PCBs. This would include computer monitors, central processing units, laptop computers, and peripherals such as printers and fax machines.

**"Recycling"** is defined as transforming or remanufacturing materials into usable or marketable materials for use other than incineration (including incineration for energy recovery) or other methods of disposal. For the purpose of this agreement, recycling is defined as disassembling computer equipment into separate material streams such as glass, aluminium, plastic, and precious metals, to be ultimately used as a feedstock for new products.

**"Reuse"** is defined as putting working equipment back into service through sales or donation of this equipment, or by repairing non-working equipment for this same purpose.

### **OECD COUNTRIES**

Australia	Austria	Belgium	Canada	Czech Republic
Denmark	European Communities	Finland	France	Germany
Greece	Hungary	Iceland	Ireland	Italy
Japan	Korea	Luxembourg	Mexico	Netherlands
New Zealand	Norway	Poland	Portugal	Slovak Republic
Spain	Sweden	Switzerland	Turkey	United Kingdom
United States				